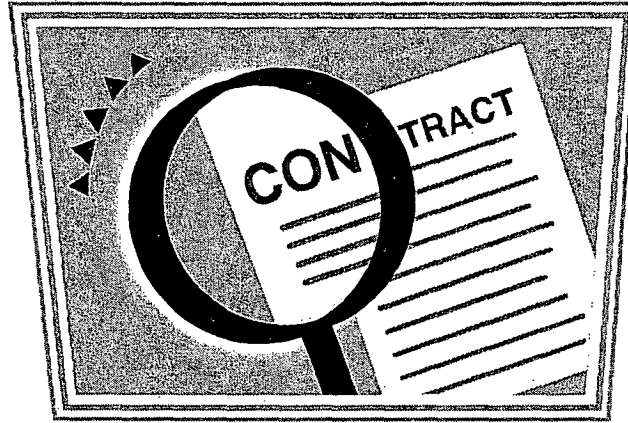


Nora Springs-Rock Falls CSD

EA/ISEA

7/1/2005 6/30/2010

# **Nora Springs-Rock Falls CSD**



# **Master Contract**

**2005-2006  
Salary & Benefits**

**2005-2010  
Language**

## **EDUCATIONAL EQUITY POLICY**

It is the policy of the Nora Springs-Rock Falls Community School District not to illegally discriminate on the basis of gender, race, national origin, religion, age, marital status or disability in its educational programs or employment practices. If you have questions or grievances related to this policy please contact the Secondary Principal and Educational Equity Coordinator; 509 North Iowa Avenue, Nora Springs, Iowa 50458; Telephone Number 1-641-749-5301.

## **EDUCATIONAL EQUITY GRIEVANCE PROCEDURE**

Students, parents of students, employees, and applicants for employment in the Nora Springs-Rock Falls School District shall have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment. Steps to be followed are as follows:

- Level One - Principal, Immediate Supervisor or Personnel Contact Person.
- Level Two - The Equity Coordinator.
- Level Three - The Grievance Committee.
- Level Four - Superintendent of Schools.

The Educational Equity Coordinator is:

Name:	Secondary Principal
Office Address:	509 N. Iowa Ave., Nora Springs, Iowa 50458
Phone Number:	1-641-749-5301

Please contact your building principal or the Educational Equity Coordinator if you have any questions regarding the grievance policy or procedures.

# **MASTER CONTRACT**

**BETWEEN THE**

**NORA SPRINGS-ROCK FALLS COMMUNITY SCHOOL DISTRICT**

**AND THE**

**NORA SPRINGS-ROCK FALLS EDUCATION ASSOCIATION**

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**2005-2006  
Salary & Benefits**

**2005-2010  
Language**

## TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	DEFINITIONS	1
ARTICLE II	GRIEVANCE PROCEDURE	2
ARTICLE III	PAYROLL DEDUCTION	5
ARTICLE IV	WAGES AND SALARIES	6
ARTICLE V	SUPPLEMENTAL PAY	7
ARTICLE VI	EMPLOYEE HOURS AND DUTIES	8
ARTICLE VII	INSURANCE	9
ARTICLE VIII	TEMPORARY LEAVE OF ABSENCE	11
ARTICLE IX	STAFF REDUCTION PROCEDURE	13
ARTICLE X	SAFETY AND HEALTH	14
ARTICLE XI	EVALUATION PROCEDURES	15
ARTICLE XII	TRANSFER PROCEDURE	16
ARTICLE XIII	SENIORITY PROVISIONS	16
ARTICLE XIV	INSERVICE	17
ARTICLE XV	COMPLIANCE CLAUSE AND DURATION	17
SCHEDULE A	SALARY SCHEDULE	19
SCHEDULE B	SUPPLEMENTAL PAY	20
SCHEDULE C	GRIEVANCE FORM	21
SCHEDULE D	DUES DEDUCTION AUTHORIZATION	23
SCHEDULE E	PHASE I, II, III and TEACHER COMP.	24

## **PREAMBLE**

The Board of Directors of the Nora Springs-Rock Falls Community School District and the Nora Springs-Rock Falls Education Association hereby agree as follows:

## **ARTICLE I - DEFINITIONS**

### **A. REPRESENTATIVE**

The Nora Springs-Rock Falls Education Association, an affiliate of the Iowa State Education Association and the National Education Association, is the certified bargaining representative for all persons employed by the Board of Education of the Nora Springs-Rock Falls Community School District as set forth in the certification instrument issued by the Public Employment Relations Board on the 10th day of August 1987, (Case No. 3373), whether under verbal or written contract or on leave. Such representation shall cover all personnel assigned to newly-created professional positions unless the parties agree in advance that such positions are principally supervisory and should be excluded.

The Bargaining Unit described in the above certification is as follows:

- **INCLUDED:** All professional employees of the District including classroom teachers, librarians, counselors, coaches, federal program instructors, school nurse and athletic director.
- **EXCLUDED:** The Superintendent, principals, all nonprofessional employees and all others excluded by Section 4 of the Act.

### **B. BOARD**

The term "Board" or "employer", as used in this Agreement, shall mean the Board of Education of the Nora Springs-Rock Falls Community School District or its duly authorized representative(s) or agent(s).

### **C. EMPLOYEE**

The term "employee", as used in this Agreement, shall mean a (all) person(s) represented by the Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

### **D. ASSOCIATION**

The term "Association", as used in this Agreement, shall mean the Nora Springs-Rock Falls Education Association or its duly authorized representative(s) or agent(s).

## **ARTICLE II - GRIEVANCE PROCEDURE**

### **A. DEFINITIONS**

- A "grievance" shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
- "Grievant" is defined as the employee, employees, or the Association filing the grievance.
- "Days" shall mean calendar days unless otherwise indicated.
- A "Party in Interest" is the person or person making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

### **C. REPRESENTATION**

A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself, or, at his/her option, by an Association representative selected by the Association. If an aggrieved party elects not to be represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Administration shall have the right to have representatives attend all meetings at all levels of the grievance procedure.

### **D. TIMELINES**

- The failure of a grievant to act on any grievance within the prescribed timelines will act as bar to any further appeal.
- The failure of the appropriate Administrator to render a decision within the specific time limits shall permit the grievant to proceed to the next step.
- The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement between the grievant and the Administration.
- If the deadline for any of the time periods in this article falls on a holiday, vacation, or weekend, the deadlines will automatically be extended to the next calendar day.

## E. PROCEDURE

### 1. Level One (Informal)

An attempt shall be made to resolve any alleged grievance through an informal, verbal discussion between the grievant and the building principal, however, regardless of the action claimed, either party may proceed to Level Two.

### 2. Level Two (Formal)

a. If the grievance cannot be resolved informally, the grievant may invoke the formal grievance procedure by filing the grievance in writing with the building principal. The written grievance shall state the nature of the grievance, shall note the section or sections of the contract violated, and shall state the remedy requested. The filing of the formal written grievance at Level Two must be made within twenty (20) days from the date of occurrence of the event giving rise to the grievance.

b. The appropriate principal shall make a decision on the grievance and indicate his/her disposition of the grievance. If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made at Level Two within the ten (10) day period, the grievance may be transmitted to Level Three.

### 3. Level Three (Formal)

a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved person shall file, within ten (10) days of the principal's written decision at Level Two, a copy of the grievance with the Superintendent.

b. The Superintendent shall meet with the grievant within ten (10) days of receipt of the grievance from the aggrieved person. Within ten (10) days of the third level grievance meeting the Superintendent shall file an answer in writing with the aggrieved person, the Association, the appropriate principal, and the Board.

### 4. Level Four (Formal)

a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving person to the Superintendent within ten (10) days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Iowa Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. Each of the two parties will alternately

strike one name at a time from the panel until only one name remains. The parties agree that the rules of the American Arbitration Association shall apply.

b. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold formal and informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held and the arbitrator shall issue his/her decision as soon as possible after the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact along with his/her reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

c. The arbitrator, in his/her opinion, shall not amend or modify the provisions of the agreement. His/Her authority shall be limited to deciding only the issue presented to him/her in writing by the school district and the Association and his/her decision must be based upon his/her interpretation of the meaning or application of the language of the agreement.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the school district and the Association. Any other expenses incurred shall be paid by the party incurring them.

#### F. CLASS GRIEVANCE

If the same grievance affects a group or class of employees, the Association President and/or Grievance Chair may submit such grievance in writing to the Superintendent and the processing of such a grievance shall be commenced at Level Three.

#### G. SEPARATE GRIEVANCE FILES

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.

#### H. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

## ARTICLE III - PAYROLL DEDUCTION

### A. ASSOCIATION DUES DEDUCTION

**Authorization** - Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues on the form attached to this Agreement as Appendix D. An employee may terminate dues deduction by giving thirty (30) days written notice to the Association and the Board. The Association shall be responsible for notification to its members and potential members of this dues deduction privilege and for supplying such persons with necessary forms of authorizing the deductions.

**Regular Deduction** - The Association shall furnish to the Board Secretary on or before September 10th of each year a list of all members for whom dues are to be deducted together with the amount of dues to be deducted. Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of the total dues from the regular salary check of the employee each month for ten months beginning with the September salary check and ending with the June salary check for each year. Employees beginning employment after September 15 shall have the total dues prorated through June.

**Transmission of Dues** - The Board shall transmit to the Association the total amount deducted for professional dues within ten (10) days following each pay period. The Board shall also provide the Association with a listing of the employees for whom deductions were made for the September salary checks. With each of the nine (9) remaining transmittals, the Board shall attach information specifying changes to the original listing which occurred during the particular month.

### B. OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit unions and insurances. Employees shall be able to make the initial declaration and any changes in authorization of these other deductions on or before September 10 and January 10 only in each school year. Such changes shall be in writing and delivered to the Board prior to said deadlines.

### C. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the Board, each individual Board member, Board employees, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all said deduction(s).

## ARTICLE IV - WAGES AND SALARIES

### A. PLACEMENT ON SALARY SCHEDULE

- The regular salary of employees, covered by this Agreement, are set forth in Schedule A, which is attached to and incorporated in this agreement.
- Credit up to and including seven (7) years experience shall be given for previous teaching experience in a duly accredited school upon initial employment. Credit for experience beyond seven (7) years experience, not to exceed actual number of teaching years may be given at the discretion of the Superintendent for unusual or emergency situations.
- Any employee hired prior to the commencement of the second semester of any school year shall be given full credit for one year of service toward the next increment step for the following year.
- Bargaining unit employees who are employed less than full-time shall receive a salary in the same proportion as their contracted time compared to the regular full-time equivalency.

### B. ADVANCEMENT ON SALARY SCHEDULE

**Increments** - Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service (as defined in A. 3. above) until the maximum for their educational classification is reached.

**Educational Lanes** - Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane. For an employee to advance from one educational lane to another, credits must be graduate courses or undergraduate courses approved by the Superintendent. Courses must also directly benefit the students the employee is assigned to teach, and approved by the Superintendent prior to the employee enrolling in the course. For an employee to receive compensation the employee shall file a transcript or suitable evidence of additional educational credit with the Superintendent, no later than September 15th of each year in which the employee is eligible to move. No advancement on the salary schedule shall be made during the school year.

### C. TERMINATION

Each terminated employee may receive all or any part of such employee's earned, contracted salary on the pay period in the month following date of termination.

### D. PAY PERIOD

Each employee shall receive their regular pay check in twelve (12) equal installments on the 20th of each month. If the 20th day of any month falls upon a non-working day, the district will make every effort to pay all employees on the last working day preceding the 20th day of the month. An employee shall receive said check at their regular building. Employees

new to the district may receive, upon written request to the Board Secretary by their fourth workday, one half of their first paycheck on the first workday after September 4th.

#### E. SUMMER CHECKS

Employees shall receive their summer checks at their regular building or a different address for the purpose of summer mailings may be designated, in writing, if the employee provides the District with a self-addressed envelope.

It will be the responsibility of the employee to notify the Board Secretary at least ten (10) days prior to the date of issuance of summer checks.

#### F. CONTRACT YEAR

The employee work year shall be one hundred ninety-one (191) days. New employees to the district shall be required to attend an additional three (3) days for orientation making their work year one hundred ninety-four (194) days. Both work years shall include four paid holidays: Labor Day, Thanksgiving, Christmas, New Year's.

#### G. EXTENDED CONTRACTS

Employees offered a contract that exceeds the regular employee work year shall be compensated at the rate of 1/191st of the employee's regular salary, the only exception being staff development days mandated by the state. If the state does not fully fund additional staff development days teachers will be paid on a percentage of per diem dictated by the funding from the state.

## **ARTICLE V - SUPPLEMENTAL PAY**

The Board and the Association agree that the supplemental activities listed on Schedule B are official school sponsored activities. Employees in supplemental duty activities shall be compensated according to the rate of pay.

In the event employees are requested by the Administration to use their personal vehicle to travel for the purpose of attending out-of-district school related activities, the employee will be reimbursed for mileage according to the IRS maximum allowable reimbursement rate per mile. This rate will be effective from July 1 to the following June 30 or the school year. Employees that choose to drive their own vehicle, when a school vehicle is available, will be paid the effective rate for one way. Meals, lodging, and other related pre-approved expenses will be paid according to Board Policy.

## **ARTICLE VI - EMPLOYEE HOURS AND DUTIES**

### **A. WORKDAY**

The scheduled employee workday shall be eight (8) hours as determined by the building principal. The secondary shall have a duty-free lunch period of not less than twenty-five (25) minutes, except under extenuating circumstances. The elementary shall have a duty free lunch period of no less than fifteen (15) minutes with an average of twenty-five (25) minutes per day per six day cycle, except under extenuating circumstances. The employee may elect, on a quarterly basis, to work a flex time schedule in which the workday will begin fifteen minutes earlier than the regularly scheduled workday. This will be arranged with the building principal.

Employees may leave the building with the departure of the route buses on those days when they will be returning for assigned extra duty events.

### **B. PREPARATION TIME**

During the employee's normal working hours there shall be time allotted for the purpose of classroom preparation and student instruction. It is desirable for each employee to have an uninterrupted preparation period each day. Employees assigned to the secondary level shall have a minimum of one regularly assigned period each day which may be used for preparation time, and during which the employee will not normally be assigned other duties. Employees assigned to the elementary level shall have a minimum of 270 minutes per six day cycle for preparation time.

### **C. LEAVING BUILDING**

Employees may leave the buildings to which they are assigned during normal working hours with the approval of the principal or his/her designee.

### **D. EXTENSION OF WORKDAY**

The workday may be extended due to faculty meetings, conferences, or duties which necessitate employee attendance. Employees shall be notified at least two (2) days in advance except in extenuating circumstances.

### **E. EMERGENCY CLOSING AND VACATIONS**

On Fridays, emergency closing due to inclement weather, and days preceding holidays and vacation periods, the workday shall end with the departure of the route buses.

### **F. EDUCATION ASSOCIATION MEETINGS**

The Nora Springs-Rock Falls Education Association may hold Association meetings outside the student day by notifying the Superintendent or designee at least two (2) days in advance.

## **ARTICLE VII - INSURANCE**

### **A. BOARD CONTRIBUTION**

The Board of Education will pay \$400 per month for each full-time, thirty (30) or more hours per week employee, and \$200 per month for each part-time, twenty (20) hours or more per six day cycle employee, toward health and major medical insurance, providing the employee meets all qualifications and insurability as set forth by the insurance carrier. Any funds not used to cover an employee's health and major medical insurance may be applied toward the district's approved universal life insurance policy and/or a tax sheltered annuity per the employee's choice providing the employee meets all qualifications and insurability as set forth by the insurance carrier. Any part-time employee who has to pay out-of-pocket for single insurance will not be required to purchase single health insurance, but may elect to apply their \$200 per month toward the district's approved universal life insurance policy and/or a tax sheltered annuity, per the employee's choice.

Selection of health and major medical insurance and stated options will be made with the Board Secretary by September 10th of each contract year.

### **B. EFFECTIVE DATE**

The Board provided and purchased health and major medical insurance shall be effective for twelve (12) consecutive months (beginning September 1, 2004 and ending August 31, 2005). Employees new to the district shall be covered by the Board-provided health and major medical insurance no later than one (1) month after initial employment. When necessary, payment of premiums on behalf of the employee shall be made retroactively, or prospectively, to assure uninterrupted participation in coverage.

### **C. DESCRIPTION OF INSURANCE**

The Board shall provide the Association a description of the health and major medical insurance coverages provided for herein within thirty (30) days of the commencement of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

### **D. REPUTABLE COMPANY**

The Board shall have the right to procure the insurance referred to in this Article from any reputable insurance company.

### **E. LEAVES**

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of the contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non paid leaves for one (1) month or longer shall have the option to continue Board insurance programs by paying said premiums; if eligible by the carrier and will be subject to the terms and conditions of the insurance carrier.

#### F. WORKER'S COMPENSATION

When an employee is injured by a cause arising out of and in the course of the employee's employment and received Worker's Compensation under the Iowa Worker's Compensation Act, the employer agrees to pay the difference between the employee's regular rate of pay and the benefits received under Worker's Compensation. This may be taken from the employee's sick leave only with permission of the employee. The employee will be notified by the district or designee of the option.

#### G. SALARY REDUCTION

Pursuant to Section 125 of the Internal Revenue Code, the District, as the employer, offers to all full-time regular employees, the opportunity to select full salary compensation, or through a salary reduction agreement, select a combination of salary compensation and dependent insurance benefits.

#### H. LONG TERM DISABILITY

Each employee shall be covered by a 70% long term disability insurance program paid for by the Board.

#### I. LIFE INSURANCE

Each employee shall be covered by a term life insurance policy in accordance with following:

- Thirty (30) hour per six day cycle and above employees \$30,000.
- Twenty (20) hour per six day cycle to thirty (30) hour employees \$15,000.

## ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

### A. SICK LEAVE

Employees shall be entitled to sick leave granted in minimum units of one-half (1/2) day, in the following graduated scale.

- |   |                    |
|---|--------------------|
| • First year of employment in district  | 10 days sick leave |
| • Second year of employment in district | 11 days sick leave |
| • Third year of employment in district  | 12 days sick leave |
| • Fourth year of employment in district | 13 days sick leave |
| • Fifth year of employment in district  | 14 days sick leave |
| • Sixth year of employment in district  | 15 days sick leave |

The above amounts apply only to consecutive years of employment in the District and unused portions may be accumulated only to a maximum total of one hundred five (105) days.

An employee can use sick days for immediate family illness or injury as follows:

- 1-5 year employees – up to 7 days per year
- 6+ year employees – up to 8 days per year

The immediate family shall be defined as spouse, child, parent, father-in-law, mother-in-law, brother, sister, or any other member of the employee's household.

1-5 year employees may use up to 7 sick leave days from the following year's sick leave. If an employee resigns with days used from the following year, the per-diem pay for those days will be deducted from the employee's final paycheck.

If an employee leaves the employment of the school district, and later returns as an employee of the district, accumulated sick leave of the first employment shall not be transferred to the second, unless the employee has been granted a leave of absence or has been subject to staff reduction for the time missed.

Employees will be furnished an accounting of accumulated days at the beginning of each school year. Failure of the employee to object to the accounting provided by the District within ten (10) calendar days of receipt of the notice shall constitute a waiver of the employee's right to grieve said accounting.

## B. BEREAVEMENT LEAVE

An employee shall be granted bereavement leave to attend a funeral of a member of his or her immediate family. The leave is non accumulative from year to year. A leave of up to five (5) days at any one time shall be granted for the immediate family or any member of the employee's household. The immediate family shall be defined as employee's spouse, mother, father, sister, brother, son, daughter, step-child, grandchild or ex-spouse with minor children.

A leave up to three (3) days shall be granted to attend the funeral of an employee's mother-in-law or father-in-law. A leave of up to two (2) days shall be granted to attend the funeral of an employee's (or spouse's) brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, step-father, step-mother, step-sister, step-brother, aunt, uncle, niece, nephew, or ex-spouse without minor children. A leave of up to one day may be granted to extend a bereavement leave in this paragraph due to travel or extenuating circumstances or to attend a funeral of someone not enumerated above.

Requests for Bereavement Leave shall be made in writing at least one (1) day in advance; except in the case of emergency; to the Superintendent or designee.

## C. PERSONAL LEAVE

Two (2) days of personal leave, cumulative to three (3) days, will be granted each year. Leaves may be used in full or one-half day segments. The leave will be granted by the Superintendent upon written request by the professional employee at least two (2) days prior to the date actual leave is to be taken. All approved verbal requests are to be placed in writing after the fact. Personal leave shall be subject to the following:

- Leave shall not be used the first five (5) days or the last five (5) days of school.
- The Superintendent may limit the number of staff taking personal leave to two (2) per day.
- Leave shall not be used on inservice days without the approval of the Superintendent.

## D. PROFESSIONAL LEAVE

A one day, non accumulative and non grievable, leave requested by an employee or the district for the improvement of instruction as outlined below shall be granted by the principal. The employee and the principal will jointly coordinate this day so that it best fits the operation and needs of the school district. The district may limit the number of employees on leave on any given day. Additional, non grievable, days may be granted at the discretion of the building principal.

- Visitation of accredited schools to view instructional techniques or programs.
- Conferences, workshops, athletic clinics, or seminars conducted by accredited colleges, universities or other accredited educational institutions or organizations.

Requests for professional leave must be filed in writing with the principal at least five (5) calendar days prior to the first day of anticipated attendance, except in extenuating circumstances.

#### E. JURY AND LEGAL LEAVE

Any employee called for jury duty shall be provided such time without loss of pay. Any per diem fees the employee received during such leave shall be turned over to the Nora Springs-Rock Falls Community School District. Employees subpoenaed to testify in a criminal, civil, or magistrate case in which the employee is not a plaintiff or defendant shall be provided time from their assignment without loss of pay.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to the principal and shall complete any remaining hours of the working day if required.

#### F. ASSOCIATION LEAVE

Not more than three (3) days shall be available to representatives of the Association to attend conferences, conventions, or other activities of the Nora Springs-Rock Falls Education Association. No more than two (2) Association members shall be absent on the same day for Association Leave.

Requests for the use of these leave days will be made by the President of the Association at least three days in advance of the necessary absence.

#### G. UNPAID LEAVE

All other temporary leaves of absences other than those enumerated above will result in a loss of pay. Extended leaves (i.e. parental leave, serious illness or injury, family illness) may be granted at the discretion of the Superintendent. The conditions of such leaves shall be agreed upon prior to the granting of such leaves.

### **ARTICLE IX - STAFF REDUCTION PROCEDURE**

When the Board of Education deems it necessary to reduce staff, staff reduction for all employees under this agreement will be accomplished within each school division:

- Elementary (K-6) Regular Classroom Teacher including Title I.
- Secondary (7-12) by subject category.
- K-12:
  - Special Education
  - Physical Education
  - Art
  - Nurse
  - Music-Vocal/Instrumental
  - Guidance Counselor
  - Media/Library

- The Board will first attempt to accomplish the same by attrition.
- Staff members with emergency and/or temporary certification shall be reduced first, unless needed to maintain a program.
- The remaining employees to be laid off will be determined by the Administration on the following criteria within each division:
  - Course work preparation within the specific category which includes certificated endorsements and extra duty assignments.
  - Teaching experience within the specific category.
  - Seniority.
  - Evaluations and qualifications.

Prior to filling vacancies from the outside, the recall provisions will be implemented for those eligible.

Employees shall have recall rights in reverse order of layoff for two (2) years from the last date of employment to any position which becomes available if the employee is certificated to fill the vacancy and has had the equivalent of two years previous full-time teaching experience in the subject category/division.

The Administration shall provide written notice to the staff member affected by recall. Employees on recall shall advise the Superintendent of their current address during the recall period.

An employee shall be notified of recall in writing by the District by certified mail to the employee's last known address. The employee shall accept or reject the position by certified mail to the Superintendent within ten (10) days of the mailing of the notice. If the employee fails to respond within the ten (10) day period the employee will be deemed to have refused the position offered.

Any employee exercising their recall rights shall maintain all unused accumulated sick leave, benefits and shall be placed on the next available sequential step of the salary schedule. An employee on recall shall not accrue any sick leave, benefits or experience on the salary schedule.

## **ARTICLE X - SAFETY AND HEALTH**

### **A. PHYSICAL EXAMINATION**

A physical examination by a licensed physician shall be required of all personnel upon their initial appointment. Those employees returning to the district shall have a physical examination every three years and the cost shall be borne by the School District in an amount not to exceed thirty dollars (\$30.00).

Forms for the examination will be provided by the School District. New employees shall return the completed examination form to the Superintendent's office not later than the first

day of teacher workshops at the beginning of the school year. Returning employees requiring a physical examination will be notified and sent the examination form which must be completed and on file in the Superintendent's office not later than the first day of teacher workshops at the beginning of the school year. Those employees who are not in compliance with the deadline for the submission of the form would not be qualified for reimbursement.

## B. SAFETY PROVISIONS

The Board recognizes its responsibility to maintain safe facilities. Employees shall report to their immediate supervisors any health or safety items that need attention.

## ARTICLE XI - EVALUATION PROCEDURES

- Within six (6) weeks after the beginning of each school year the Administrative staff shall acquaint employees with the evaluation procedures to be used. In the event of any changes in the evaluation procedures, the Administration shall acquaint all employees with such change.
- The performance of all staff members in their first and second year will be evaluated a minimum of two (2) times each school year. Beyond their second year of service, staff members will be formally evaluated as deemed practical and necessary by the Administration.
- A copy of the formal written evaluation shall be given to the employee and a conference held with the evaluator within ten (10) school days following the observation. Each employee shall receive a written copy of all their formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
- The above provisions deal with but a single method of employee evaluations, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employees by any other means.
- The employee shall have the right to submit an explanation or other written statement regarding any material used for formal or informal evaluation for inclusion in his/her evaluation file. Any written statement by the employee shall be made at the time of the evaluation conference, or within five (5) working days of the conference.
- Informal classroom visits by the Superintendent and/or designee may occur at any time.
- In any proceeding in which the District attempts to use past evaluations to justify adverse action against an employee, the employee may challenge the substance of such past evaluations as being arbitrary and capricious, or unjust. Adverse action shall be defined as: withholding a step increase, suspension, termination, or layoff.
- If the adverse action against an employee is staff reduction under the Staff Reduction Article of the Contract, the teacher's grievance of the evaluation shall be combined with the grievance, if any, filed alleging a violation of the Staff Reduction Article or any other Article grieved arising out of the same set of events.

## **ARTICLE XII - TRANSFER PROCEDURE**

A transfer will be considered after a vacancy has been declared. A vacancy shall be defined as those positions that will remain unfilled after the Board has realigned the current employees. A transfer is an assignment of an employee to a different grade level or subject area or building.

- All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the Superintendent no later than May 1st of the current year. This letter should contain specific reasons for requesting the transfer.
- The consideration of a voluntary transfer of an employee will be based on qualifications, certifications and seniority.
- Written notice of voluntary transfer will be given to the employee concerned as soon as practicable. If a request for a voluntary transfer is denied, the specific reasons for the denial shall be given in writing to the employee.
- Requests for voluntary transfers are kept for one (1) school year. Renewal must be made each year.
- Notice of future staff vacancies will be posted in each building as soon as practicable upon knowledge of said vacancies.
- If an involuntary transfer is necessary, the Administration will take into consideration, so far as practical, the employee's training, qualifications, certifications, experience, and service to the District and will be given written reason for the transfer.

## **ARTICLE XIII - SENIORITY PROVISIONS**

### **A. DEFINITION**

Seniority shall be defined for the purposes of this agreement, as the number of years of continuous employment in the District since the employee's last date of hire. Seniority shall be computed from the first day of actual contracted service in the Nora Springs-Rock Falls District (as distinguished from the date of individual contract signing).

If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by the total years of teaching experience.

### **B. SENIORITY LIST**

The Board will provide to the Association President and post a seniority list no later than November 1 of each school year. Protest of, errors and, or omissions from such a list must be made to the District within ten (10) days from the date of posting the seniority list, otherwise the list will stand as being correct.

## **ARTICLE XIV - INSERVICE**

An inservice committee consisting of three (3) teachers, one teacher from the elementary, one teacher from the junior high, and one teacher from the secondary level, appointed by the Association shall meet with the Superintendent or designee and advise the Administration as to inservice training programs.

## **ARTICLE XV - COMPLIANCE CLAUSES AND DURATION**

### **A. SEPARABILITY**

If any article, section, or clause of this agreement is declared illegal by a court of competent jurisdiction or by legislative law, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### **B. PRINTING AGREEMENT**

Copies of this agreement shall be printed at the expense of the Board. The agreement shall be presented to all employees now employed and hereafter employed. The Board shall provide the Association with ten (10) additional copies.

### **C. NOTICES**

Whenever any notice is required to be given by either of the parties to this agreement to the other pursuant to the provisions(s) of this agreement, either party shall do so in writing at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

- If by Association, to the Board at Nora Springs-Rock Falls Community School District, 509 N Iowa Ave., Nora Springs, Iowa 50458.
- If by Board, to the Association President, Nora Springs-Rock Falls Education Association, 509 N Iowa Ave., Nora Springs, Iowa 50458.

### **D. DURATION**

This agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2006 regarding Article VII and Schedules A and B, the remainder of the contract will continue in effect until June 30, 2010. The exception being if both sides agree or changes dictated by the state. Each side also has the right to open on article without the others consent during the duration of the contract.

This agreement shall be automatically renewed from year to year unless either party shall notify the other in writing that it desires to modify this agreement. In the event of such

notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa. See Memorandum of Understanding.

E. SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective chief negotiators and their signatures placed thereon, on the 11<sup>th</sup> day of April, 2005.

Nora Springs-Rock Falls  
Education Association

By Margaret K. Hoel  
Its President

By Robert L. Apple  
Its Representative

Nora Springs-Rock Falls Community  
School District Board of Education

By [Signature]  
Its President

By [Signature]  
Its Representative

**SALARY SCHEDULE A**  
**NORA SPRINGS-ROCK FALLS COMMUNITY SCHOOL**  
**2005-06**

INDEX	Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30
1.00	0	24000	24500	25000	25500	26000	26500	27000
1.04	1	24960	25480	26000	26520	27040	27560	28080
1.08	2	25920	26460	27000	27540	28080	28620	29160
1.12	3	26880	27440	28000	28560	29120	29680	30240
1.16	4	27840	28420	29000	29580	30160	30740	31320
1.20	5	28800	29400	30000	30600	31200	31800	32400
1.24	6	29760	30380	31000	31620	32240	32860	33480
1.28	7	30720	31360	32000	32640	33280	33920	34560
1.32	8	31680	32340	33000	33660	34320	34980	35640
1.36	9	32640	33320	34000	34680	35360	36040	36720
1.40	10	33600	34300	35000	35700	36400	37100	37800
1.44	11		35280	36000	36720	37440	38160	38880
1.48	12		36260	37000	37740	38480	39220	39960
1.52	13		37240	38000	38760	39520	40280	41040
1.56	14		38220	39000	39780	40560	41340	42120
1.60	15		39200	40000	40800	41600	42400	43200
1.62	16		39690	40500	41310	42120	42930	43740
1.64	17			41000	41820	42640	43460	44280
1.66	18			41500	42330	43160	43990	44820
1.68	19			42000	42840	43680	44520	45360
1.70	20			42500	43350	44200	45050	45900

**SCHEDULE B**  
**NORA SPRINGS-ROCK FALLS COMMUNITY SCHOOL**  
**SUPPLEMENTAL PAY/EXTRA DUTY**  
**2005-06**

	PERCENT OF SCHEDULE EXPERIENCE STEP
Athletic Director (8% High School & 4% Jr. High if split) .....	12
Weight Strengthening Coach.....	7.5
Head Football .....	10
Assistant Football .....	7
Jr. High Football (4.5% if split).....	9
Head Volleyball.....	10
Assistant Volleyball .....	7
Jr. High Volleyball (4.5% if split) .....	9
Head Basketball (girls & boys) .....	11
Assistant Basketball (girls & boys) .....	8
Jr. High Basketball (girls & boys) .....	5
Head Wrestling.....	11
Assistant Wrestling (varsity) .....	8
Jr. High Wrestling .....	5
Golf (6% girls & 6% boys if split) .....	12
Head Track (girls & boys).....	8
Jr. High Track (girls & boys) .....	4
Head Baseball.....	10
Assistant Baseball.....	7
Head Softball.....	10
Assistant Softball.....	7
Cheerleading (varsity) .....	7
Instrumental Music (secondary) .....	11
Vocal Music (secondary).....	9
General Music (elementary).....	2
School Plays (per production) .....	4.5
Assistant Play Director (per production) .....	2.5
School Musical (per production) .....	5.5
Assistant Musical Director (per production) .....	3
Jr. High Musical Director (per production) .....	3
Large Group Speech Director.....	3
Small Group Speech Director.....	3
Assistant Speech Director .....	2
School Annual .....	5
School Newspaper .....	5
Technology (may be split).....	5
Head Prom Sponsor.....	1.5
Student Council Sponsor (.75% if split).....	1.5

Summer Band Instructor, \$125.00 per week plus \$2.00 per student per week

Piano Accompaniment (per contest student) Elementary/Jr. High \$12.00; High School \$15.00.

Student Teacher Supervisor = College or University Reimbursement.

Compensation for Schedule B activities will be based upon the above percentages using the schedule below.

Experience	0	1	2	3	4	5	6
<b>Index</b>	1.00	1.04	1.08	1.12	1.16	1.20	1.24
<b>Base</b>	24,500	25,480	26,460	27,440	28,420	29,400	30,380

**SCHEDULE C**  
NORA SPRINGS-ROCK FALLS COMMUNITY SCHOOL DISTRICT  
GRIEVANCE FORM

\_\_\_\_\_ Date Filed

\_\_\_\_\_ Number

\_\_\_\_\_ School District

\_\_\_\_\_ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_  
Name of Person Making Claim

LEVEL II

A. Date Alleged Violation Occurred \_\_\_\_\_

B. Section (s) of Contract Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Immediate Supervisor      Date

F. Disposition      Accepted \_\_\_\_\_      Rejected \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

LEVEL IV

A. \_\_\_\_\_  
Signature of Aggrieved Person Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration

C. Disposition and Award of Arbitrator (Attach Copy) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE D

### DUES DEDUCTION AUTHORIZATION FORM

I, \_\_\_\_\_, hereby request and authorize the Board  
First Name                      Initial                      Last Name  
of Directors of the Nora Springs-Rock Falls Community School District to deduct from my  
earnings in \_\_\_\_\_ equal or nearly equal installments, association dues in the  
amount of \$\_\_\_\_\_ beginning with the next pay period. The Board of Directors will transfer the  
monthly deductions within ten (10) days following the pay period of each month for me and on  
my behalf to the treasurer of the Nora Springs-Rock Falls Education Association. It is  
understood that this authorization shall continue for successive periods of one year unless  
revoked in writing by a thirty (30) day notice to my employer and to the Nora Springs-Rock  
Falls Education Association. If I terminate my employment prior to the last deduction period, I  
authorize the Board to deduct the total dues payable unless the Association treasurer informs the  
Board Secretary in writing that satisfactory arrangements have been made.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

## **SCHEDULE E - PHASE I, II, III AND TEACHER COMPENSATION MONEY**

- Salary schedule A includes phase I and II money. In the event that the State does not fully fund these programs or the New Teacher Compensation Package, the Nora Springs-Rock Falls Education Association and the Nora Springs-Rock Falls School Board agree to meet and negotiate the impact of any reduction.
- Pay for Phase III activities will be on a per diem basis.

## **MEMORANDUM OF UNDERSTANDING FOR 2005-2006**

- We will use total current staff (including special education and Title I) in determining costing for the following year.
- We will agree on the amount of new foundation regular program money before meeting each year (i.e. new money).
- We will agree on the cost of the current year's schedules A and B prior to meeting each year.
- We will agree to current staff movement on Schedules A and B for the following year.

Nora Springs-Rock Falls  
Education Association

Nora Springs-Rock Falls  
Community School District Board  
of Education

by: Margaret K. Hael  
Its President April 11, 2005

by: [Signature]  
Its President April 11, 2005

by: Robert L. Aschall  
Its Representative April 11, 2005

by: [Signature]  
Its Representative April 11, 2005